

**SECOND AMENDMENT/RENEWAL TO CONTRACT
A56-0-01-25**

This is an amendment to the Agreement entered into by and between the **Office of the Indiana Attorney General** (hereinafter "State") and **CallNet Call Center Services, Inc.** (hereinafter "Contractor").

The State and Contractor have agreed to amend the original agreement.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A. Paragraph 2 ("Consideration") is hereby deleted in its entirety and replaced with the following:

2. **Consideration.** The total amount of this action is four hundred thousand dollars (\$400,000.00). The maximum amount payable under this Agreement shall not exceed one million nine hundred two thousand nine hundred ninety dollars (\$1,902,990.00). Contractor shall submit monthly invoices to the State.

B. Paragraph 3 ("Term") is hereby deleted in its entirety and replaced with the following:

3. **Term.** This Agreement shall begin on November 1, 2001 and end on October 31, 2007. It may be renewed or extended only by written Agreement signed by both parties.

C. Paragraph 21 ("Compliance with Laws") is hereby deleted in its entirety and replaced with the following:

21. Compliance with Laws.

A. Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and Contractor to determine whether the provisions of this Agreement require formal modification.

B. Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Contractor is not familiar with these ethical requirements, the contractor should refer any questions to the State Ethics Commission, or visit the State Ethics Commission website at <<<[<http://www.in.gov/ethics>>>](http://www.in.gov/ethics)>>>. If Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon

notice to Contractor. In addition, **Contractor may be subject to penalties under Indiana Code § 4-2-6-12.**

C. Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. Contractor agrees that any **payments currently due** to the State may be withheld from payments due to Contractor. Additionally, **further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until Contractor is current in its payments and has submitted proof of such payment to the State.**

D. Contractor warrants that it has no pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under this Agreement and any supplements or amendments.

E. If a valid dispute exists as to Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay. Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. Contractor warrants that Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

H. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until Contractor is current in its payments on its liability to the State and has submitted proof of such payment to the State.

I. As required by IC 5-22-3-7:

(1) Contractor and any principals of Contractor certify that (A) Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) Contractor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

(2) Contractor and any principals of Contractor certify that an affiliate or principal of

Contractor and any agent acting on behalf of Contractor or on behalf of an affiliate or principal of Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

D. Paragraph 28 ("Payments") is hereby deleted in its entirety and replaced with the following:

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

This amendment/renewal shall take effect upon execution.

All other matters previously agreed to and set forth in the original agreement and not affected by this amendment/renewal shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member, or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of this agreement.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

CallNet Call Center Services, Inc.

Indiana Attorney General

By: 

By: 

Charles Webb

Stephen Carter

President, CallNet Call Center Services, Inc

Attorney General of Indiana

Date: October 31, 2005

Date: October 31, 2005

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

OFFICE OF MANAGEMENT AND BUDGET

By: 

By: 

Earl A. Goode,
Commissioner

(for) Charles E. Schalliol,
Director

Date: 11-10-05

Date: 11/14/2005

APPROVED AS TO FORM AND
LEGALITY:

By: 

(for)

Stephen Carter,

Attorney General of Indiana

Date: 11-17-05

FIRST RENEWAL TO CONTRACT
A56-0-01-25

Pursuant to IC 5-22-17-4 and the terms of its Contract dated November 1, 2001, as amended by a First Amendment dated August 22, 2002 (collectively, the "Contract") with CallNet Call Center Services, Inc. (the "Contractor"), the Office of the Attorney General (the "State") hereby exercises its option to renew the Contract under the same terms and conditions as set forth in the original Contract.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby renewed for an additional two-year period pursuant to Paragraph 15 ("Renewal Option"). The renewal period will begin November 1, 2003 and end October 31, 2005

2. Total amount of this renewal is \$400,000.00. Total remuneration of the Contract is not to exceed \$1,502,990.00.

All other matters previously agreed to and set forth in the original Contract and not affected by this First Renewal shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the duly authorized representative, agent, member, or officer of the Contractor that he/she has not, nor has any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Renewal, other than that which appears upon the face hereof.

IN WITNESS WHEREOF, Contractor and the State have, through duly authorized representatives, entered into this Renewal. The parties having read and understand the foregoing terms of the Contract Renewal do by their respective signatures dated below hereby agree to the terms thereof.

CallNet Call Center Services, Inc.

By: 

Title: PRESIDENT

Date: 10/24/03

Office of the Indiana Attorney General

By: 

Title: CEO

Date: 10-29-03

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

STATE BUDGET AGENCY

By: G. Douglas Lichman (for)
Charles Martindale,
Commissioner

By: Jimmy McFadden (for)
Marilyn Schultz,
State Budget Director

Date: 11/3/03

Date: 11-6-03

APPROVED AS TO FORM AND
LEGALITY:

By: Stephen Carter (for)
Stephen Carter,
Attorney General of Indiana

Date: 11.7.03

FIRST AMENDEMENT TO CONTRACT
A56-0-01-25

This is an amendment to the contract entered into by and between **The Office of the Attorney General** (hereinafter referred to as "State") and **CallNet Call Center Services, Inc.** (hereinafter referred to as "Contractor").

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Total amount of this action is \$452,290.00. Total remuneration of this contract is not to exceed \$1,102,990.00.

This amendment shall take effect upon execution.

All other matters previously agreed to and set forth in the original agreement and not affected by this amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member, or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of this agreement.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

By: 

Charles Webb

By:  for

Stephen Carter

Attorney General of Indiana

Date: 7-18-02

Date: 7-24-02

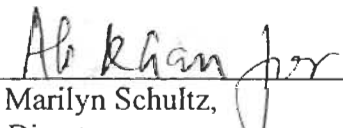
APPROVED BY:

DEPARTMENT OF ADMINISTRATION

STATE BUDGET AGENCY

By: 

Glenn Lawrence,
Commissioner

(for) By: 

Marilyn Schultz,
Director

Date: 8/12/02

Date: 8/20/02

APPROVED AS TO FORM AND
LEGALITY:

By:  (for)

Stephen Carter,
Attorney General of Indiana

Date: 8/22/02

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is between the Office of the Indiana Attorney General (hereinafter the "State") and CallNet Call Center Services, Inc. whose address is P.O. Box 1345, Bloomington, IN 47402 (hereinafter "Contractor").

W I T N E S S E T H

WHEREAS, pursuant to IC 24-4.7 the State, through the Consumer Protection Division of the Office of the Attorney General, is required to develop and maintain a "No Telephone Sales Solicitation Listing" (the "List"); and

WHEREAS, the State, through the Office of the Attorney General, issued BAA 2-27, a copy of which is attached hereto and incorporated herein as Exhibit A, relating to telephone answering services in connection with the List; and

WHEREAS, Contractor, having responded to BAA 2-27, has the expertise, know-how and resources to provide the services requested and has been selected by the State to provide such services;

1. Duties of Contractor

Contractor shall perform the duties set forth in Exhibit B, attached hereto.

2. Consideration

Contractor shall be paid in accordance with the Costs set forth in Contractor's Respose to BAA 2-27, a copy of which is attached hereto and incorporated herein as Exhibit C. The total amount payable to Contractor for services performed pursuant to Exhibit B shall not exceed Five Hundred Sixty-five Thousand, Seven Hundred Dollars (\$565,700.00). The total amount payable as a direct pass-through on long distance charges shall not exceed Eighty-five Thousand Dollars (\$85,000.00). The total amount payable under this Agreement shall not exceed Six Hundred Fifty Thousand, Seven Hundred dollars (\$650,700.00). Contractor shall submit invoices for services rendered, and shall submit no invoice before the services have been performed.

3. Term

The term of this Agreement will be from November 1, 2001 to October 30, 2003.

4. Independent Contractor

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to persons, or any damage to employees or subcontractors of the other party. Contractor shall be

responsible for providing all necessary unemployment and worker's compensation insurance for Contractor's employees.

5. Debarment and Suspension

Contractor certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

6. Work Standards

Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals.

7. Confidentiality of State Information

Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data. Therefore, Contractor promises and assures that data, material and information gathered, based upon or disclosed to Contractor for the purposes of this Agreement will not be disclosed to others or discussed with other parties without the prior written consent of the State.

All information, data and reports existing, available and necessary for the carrying out of Contractor's services shall be furnished Contractor without charge by the State, and the State shall cooperate with Contractor in every way possible in carrying out the scope of Contractor's services.

8. Contractor Liability if Audited

The Contractor will assume that all financial and statistical information provided to the Contractor by the State, its employees or representatives is accurate and complete. The Contractor, however, will provide assistance to the State in the course of the State Board of Accounts audit performed on the Comprehensive Annual Financial Report.

9. Access to Records

Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

10. Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without the State's prior written consent. Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

11. Successors and Assignees

Contractor binds its successors, executors, administrators, and assignees to all covenants of this Agreement. Except as above set forth, Contractor shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the State.

12. Key Person(s)

A. If the parties have designated that certain individual(s) are essential to the services to be provided, the parties agree that should such individual(s) leave Contractor's employment during the term of this Agreement for whatever reason, the State shall have the right to terminate this Agreement upon (30) days prior written notice.

B. In the event that Contractor is an individual, that individual shall be considered a key person and, as such, essential to the Agreement. Substitution of another for Contractor shall not be permitted without express written permission from the State.

C. Nothing in sections A or B, above, shall be construed to prevent Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

13. Changes in Work

In the event the State requires a major change in scope, character or complexity of the work after the work has progressed, adjustments in compensation to Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. Contractor shall not commence any additional work or the change of the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

14. Force Majeure

In the event that either party is unable to perform any of its obligations under this Agreement -- or to enjoy any of its benefits -- because of natural disaster, actions or decrees of governmental bodies, or communication line failure not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

15. Renewal Option

This Agreement may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with 25 IAC 1.1-1-16(c). Exercise of this option is at the sole discretion of State and is not subject to agreement or acceptance by Contractor. The renewal term of the Agreement may not exceed the original term.

16. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, if any, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

17. Funding Cancellation

When the director of the state budget agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the contract shall be canceled. A determination by the budget director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

18. Termination for Convenience

This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services rendered prior to the effective date of termination. The State will not be liable for services performed after effective date of

termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price due on contract or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

19. Conflict of Interest

A. As used in this section:

"Immediate Family" means the spouse and unemancipated children of an individual.

"Interested Party" means:

1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Agreement without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under section B, above, if Contractor gives the Department an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the Interested Party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

20. Taxes

The State of Indiana is exempt from State, Federal and local taxes. The State will not be responsible for any taxes levied on Contractor as a result of this Agreement.

21. Compliance with Laws

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and Contractor to determine whether the provisions of the Agreement require formal amendment.

22. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Contractor further agrees that all information, data, finding, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Contractor in furtherance of this Agreement shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

23. Default by State

If the State, sixty (60) days after written notice, fails to cure any breach of this Agreement, then Contractor may cancel and terminate this agreement and collect all monies due up to and including the date of termination.

24. Governing Laws

This Agreement shall be construed in accordance with, and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

25. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses caused by any act or omission of Contractor. The State shall not provide such indemnification to Contractor.

26. Substantial Performance

This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

27. Waiver of Rights

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

28. Payments

All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

29. Disputes

Should any disputes arise with respect to this Agreement, Contractor and the State agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. Should Contractor fail to continue to perform his responsibilities as regards all non-disputed work without delay, any additional costs incurred by the State or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the State for such costs. If the State and Contractor cannot resolve a dispute within ten (10) calendar days following notification in writing by either party of the existence of said dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Contractor and the State within ten (10) calendar days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless Contractor mails or otherwise furnishes to the Commissioner, within ten (10) days after receipt of the Commissioner's decision, a written appeal. Within ten (10) days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Contractor to terminate this Agreement, and Contractor may bring suit to collect without following the disputes procedure contained herein.

30. Drug-Free Workplace

Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that he will give written notice to the contracting state agency and Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

It is further expressly agreed that the failure of Contractor to comply in good faith with the terms of the above paragraph, or falsifying or otherwise violating the terms of the following Drug-Free Workplace Certification shall constitute a material breach of the Agreement, and shall entitle the State to impose sanctions against Contractor including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of Contractor from doing further business with the State for up to three (3) years.

Drug-Free Workplace Certification

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by Contractor and made a part of the contract or agreement as part of the contract documents. False certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with Contractor for up to three (3) years.

Contractor certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken.
- b. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) Contractor's policy of maintaining a drug-free workplace; (3) any available drug consulting, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- d. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction.
- e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

31. Employment Option

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

32. Notice to Parties

Whenever any notice, statement or other communication shall be sent to the State or Contractor, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to the State shall be sent to:

Office of the Attorney General
Attn: Tony Rogers
402 W. Washington Street
IGCS, 5th Floor
Indianapolis, IN 46204

B. Notice and payments to the Contractor shall be sent to:

CallNet Call Center Services, Inc.
Attn: Charles Webb
P.O. Box 1345
Bloomington, IN 47402

33. Order of Precedence

Any inconsistency or ambiguity in this contract shall be resolved by giving precedence in the following order: (1) Contract, (2) BAA 2-27, (3) Contractor's response to BAA 2-27, (4) attachments prepared by the State, and (5) attachments prepared by the Contractor.

34. Ownership of Documents & Materials

All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this Agreement shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such matters will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the State.

35. Warranties

Contractor warrants and conveys that it is not engaged in the business of telemarketing.

36. State Boiler plate Affirmation Clause

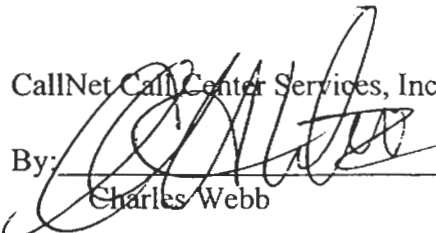
I swear or affirm under the penalties of perjury that the State's Boilerplate contract clauses have not been altered, modified or changed in any way.

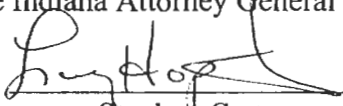
37. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of this agreement.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year written below.

CallNet Call Center Services, Inc.
By: 
Charles Webb
Title: PRESIDENT

The Indiana Attorney General
By:  for
Stephen Carter
Attorney General of Indiana

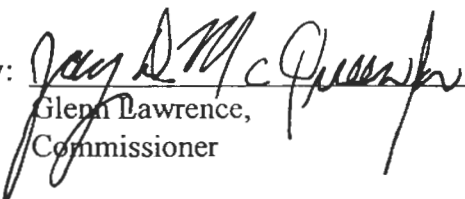
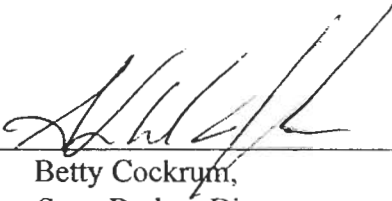
Date: 10/31/01

Date: 11/7/01

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

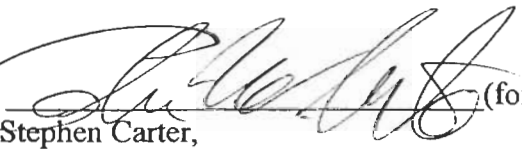
STATE BUDGET AGENCY

By:  (for) By:  (for)
Glenn Lawrence, Commissioner Betty Cockrum, State Budget Director

Date: NOV 9, 2001

Date: 11/28/01

APPROVED AS TO FORM AND LEGALITY:

By:  (for)
Stephen Carter,
Attorney General of Indiana

Date: 11/29/01



STATE OF INDIANA

DEPARTMENT OF ADMINISTRATION

Procurement Division

402 West Washington Street, Room 468
Indianapolis, Indiana 46204
317 / 232-3053

DATE: August 24, 2001
TO: All Potential Respondents to BAA-2-27
FROM: Shelley Harris, Manager *Shelley Harris*
SUBJECT: Electronic Version of BAA-2-27

The Indiana Department of Administration (IDOA) wishes to call your attention to State of Indiana Broad Agency Announcement (BAA) 2-27, issued on behalf of the Office of the Attorney General (OAG), which identifies OAG's need for Call Answering Services. The BAA may be found on the State of Indiana website:

<http://www.state.in.us/idoa/proc/>

Follow the link named "Current Solicitation Opportunities" to link to the BAA, which is available for downloading from the web.

Please note that all updates to this solicitation will be made available only through the State of Indiana website.

If you are unable to download this file from the web, one copy will be provided to you at your request.

We hope you will consider this opportunity and respond if you believe you can meet the needs of the State.

We would like to invite you to take this opportunity to become a registered vendor with the State of Indiana. Vendors cannot be awarded a contract to do business with the State of Indiana unless they are registered. Please follow the links on our website to register.

Please note the following:

This is an electronic version of a Broad Agency Announcement (BAA). Any alteration to the text of this BAA in any way that could be construed to change the intent of the original document is forbidden. Any changes made to the original document may result in any subsequent proposal you submit, for any solicitation opportunity, being considered nonresponsive.

The original signed document is on file with the Indiana Department of Administration, Procurement Division.

Thank you for your interest in doing business with the State of Indiana.

STATE OF INDIANA

BROAD AGENCY ANNOUNCEMENT

2-27

INDIANA DEPARTMENT OF ADMINISTRATION

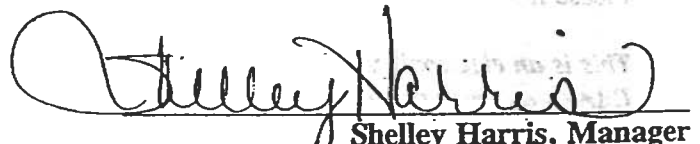
AND

OFFICE OF THE ATTORNEY GENERAL


Solicitation for:

Call Answering Services

Proposal Due Date: September 12, 2001


Shelley Harris, Manager
Indiana Department of Administration
Procurement Division
402 W. Washington St. Room W468
Indianapolis, Indiana 46204

Approved:


Director/Date Aug 23, 2001

BROAD AGENCY ANNOUNCEMENT 2-27

This is a Broad Agency Announcement (BAA) issued by the Indiana Department of Administration (IDOA) in conjunction with the Office of the Attorney General (OAG). This BAA solicits expressions of interest from all persons who wish to be considered as a provider of call answering services to OAG.

This BAA is intended to publicize the availability of contracting opportunities for services described herein. This is not an Invitation for Bid, nor is it a Request for Proposal under Title 5, Article 22, Chapter 9 of the Indiana Code (IC 5-22-9). The State of Indiana creates no obligation, expressed or implied, by issuing this BAA or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this BAA shall be at the sole discretion of OAG and IDOA. Neither this BAA nor any response ("proposal") submitted hereto are to be construed as a legal offer.

CONFIDENTIAL INFORMATION

Potential respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and after the contract award may be viewed and/or copied by any member of the public, including news agencies and competitors. Potential respondents **claiming a statutory exception to the Indiana Public Records Act must place all confidential documents in a sealed envelope clearly marked "Confidential" and must indicate on the outside of their proposal envelope that confidential materials are included and, in their cover letter, specify which statutory exception provision applies.** The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent upon request. The State will not determine price to be confidential information.

COMPENSATION

OAG and IDOA recognize there are certain industry practices for service providers. However, the Departments encourage respondents, in their responses to the BAA, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to the BAA and the selection of a service provider.

TERMS

This agreement shall be for a period of two years commencing on October 1, 2001 (or from date of final State approval of contract), and may be renewed for an additional two years.

PROPOSALS

Respondents interested in providing these services to OAG should submit a **marked original and five copies of the written proposal to:**

BAA 2-27
Shelley Harris, Manager
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, Indiana 46204

Proposals must be received no later than 3 p.m. Eastern Standard Time on Wednesday, September 12, 2001. Proposals received after 3 p.m. will not be considered. Proposals must be delivered in a sealed container (envelope or box) and *must* be clearly marked:

"RESPONSE TO BROAD AGENCY ANNOUNCEMENT 2-27"

No more than one proposal per respondent should be submitted. In the cover letter please indicate the principal contact for the proposal along with a telephone and fax number.

The State of Indiana accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

Caution to respondents about shipping/mailling: United States Postal Express and Certified Mail are both delivered to the Central Government Center Mailroom and not directly to the designated department. It is the responsibility of the respondent to make sure that solicitation responses are received by the Procurement Division on or before the designated time and date.

Any questions regarding this BAA must be submitted to the above address no later than 3 p.m. Eastern Standard Time on Wednesday, August 29, 2001. Questions may also be submitted by fax at (317) 234-1281 or by e-mail to baarfp@idoa.state.in.us. Please include the solicitation number with your questions. Questions received after 3 p.m. may not be considered. Responses to all questions will be promptly prepared through a cooperative effort of IDOA and OAG. A copy of each question and answer will be posted to the State of Indiana website (<http://www.state.in.us/idoa/proc>) and may be provided, upon request, to any entity that received a copy of the BAA.

Inquiries are not to be directed to any staff member of OAG. Such action may disqualify respondent from further consideration for a contract as a result of this BAA.

SCOPE OF WORK

The OAG is seeking a provider of call answering services. This service is in compliance with Indiana Code (IC) 24-4.7, Telephone Solicitation of Consumers. The Consumer Protection Division of the OAG will establish a Telephone Privacy List to register Indiana residents who do not wish to be solicited by telephone. The list is then provided to telemarketers who are prohibited from calling registered telephone numbers.

The selected respondent will provide call answering services for receiving resident registration calls 24 hours per day, 7 days week, including holidays. Equipment and personnel are needed to provide, in sufficient number, to handle an average of 2,000 calls per week during low demand times and 10,000 to 12,000 calls per day during peak publicity or campaign registration periods.

For the initial 12-month registration period, beginning January 1, 2002, the selected respondent may be required to accommodate over 700,000 calls. The selected respondent will provide rapid registration and will enter essential name, address, and telephone number(s) into a compatible database for import into a centralized OAG database. Essential information is verified with the caller before ending the call.

Please see Attachment A, *Scope of Work*, for further details.

SELECTION PROCESS AND CRITERIA

OAG has selected a group of personnel to act as an evaluation team. The procedure for evaluating the proposals against the evaluation criteria will be as follows:

1. Each proposal will be evaluated on the basis of the categories listed below. A point score will be established for each response in each category.
2. Based on the results of the evaluation, the proposal determined to be most advantageous to the State, taking into account all of the evaluation factors, may be selected by the State for further action.
3. If technical proposals are close to equal, greater weight could be given to price.

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the BAA in a cost-effective manner. Specific criteria are:

1. Respondent's Response to Specifications (20%)
2. Respondent's Maximum Call Capacity (10%)
3. Respondent's Number of Proposed Operators Available (10%)
4. Respondent's Plan to Handle Call Surge of 10,000 or More Calls per Day (15%)
5. Respondent's Client References (10%)
6. Respondent's Document Quality, Completeness, and Consistency (10%)
7. Respondent's Proposed Total Cost (25%)
8. Satisfactory completion and submission of the enclosed Minority Business Participation Plan form (pass/fail)

Please see Attachment B, *Evaluation Criteria*, for further details.

All proposals will be reviewed by members of OAG and IDOA. References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process. The Commissioner of IDOA will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with Title 25, Article 2, Rule 20 of the Indiana Administrative Code (25 IAC 2-20), the Director of the Procurement Division of IDOA has determined that there is a reasonable expectation of minority business enterprise participation in this contract. Therefore a contract goal of 5 percent minority business enterprise participation has been established and all respondents and their subcontractors will be expected to comply with the regulations set forth in 25 IAC 2-20.

Compliance with these regulations will be considered to be a demonstration of the respondent's responsiveness and responsibility. Failure to comply with these regulations may result in the determination of the respondent as nonresponsive. For further instructions, please consult 25 IAC 2-20.

MINORITY BUSINESS ENTERPRISE PARTICIPATION PLAN

In accordance with 25 IAC 2-20, the respondent is expected to submit in each proposal a minority business enterprise participation plan that meets or exceeds the 5 percent goal according to IC 4-13-16.5-2(f)(7). The respondent must show that there is minority business participation (by racial minority-owned companies) in the proposal. The participation does not need to be only through subcontractors but can also be through second-tier participation with common suppliers (office supplies, courier services, etc.). Failure to provide the minority business participation plan at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that IDOA reserves the right to verify all information included on minority business enterprise participation plans before making final determinations of the respondent's responsiveness and responsibility.

In the event that a respondent demonstrates a good faith effort to meet or exceed the 5 percent goal, has worked with Minority Business Development to design a plan in an acceptable time period, and is still unable to produce an acceptable participation plan, that respondent may submit an application for program waiver with documentation of their good faith effort. The State reserves the right to accept, verify, or deny any application for waiver from the participation goal.

By submission of the proposal, the respondent thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's minority business enterprise program. Questions involving the regulations governing the minority business enterprise participation plan and/or the application for relief from the participation goal should be directed to Minority Business Development at (317) 233-6607.

SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before an out-of-state corporation can do business with the State, it must be registered with the Indiana Secretary of State. If an out-of-state corporation does not have such registration at present, contact:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary application form. It is each respondent's responsibility to register as required prior to the initiation of any contract discussions.

NOTICE TO VENDORS

1. Will you extend your prices of said contract to political subdivisions?
YES _____ NO _____
2. Political subdivisions include cities, towns, school corporations and county governments in the entire state. If you mark YES you are saying you are willing to provide your bid price to any of these entities if they wish to purchase from this resulting contract.
3. The State of Indiana DOES NOT accept any responsibility for purchase orders issued by other political subdivisions.
4. All political subdivisions must be willing to accept bid item(s) as described in the specifications without any changes, no matter how minute, once the bid is accepted by the state agency.

Signature

Printed Name

Title

Company

Telephone Number

Fax Number

Email Address

PAYMENT BY CREDIT CARD

The State of Indiana is currently exploring the utilization of a procurement credit card as another means for payment of supplies/services ordered. Respondents are requested to indicate (by placing a check mark at the beginning of one of the below paragraphs) whether they will accept the credit card as a method of payment when used by the ordering agencies. This method of payment is currently not available, but should be available sometime during the term of this contract.

- (a) Definitions. "Procurement credit card" means the uniquely numbered credit card issued by a Commercial Credit Contractor, to a designated individual State employee to pay for official State purchases. "Oral delivery order" means an order placed orally either in person or by telephone or via on-line ordering.
- (b) At the option of the State and if agreeable to the vendor(s), payments of \$25,000 or less may be made using the State's procurement credit card.
- (c) The vendor(s) shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacements of a defective or faulty item in accordance with other contract requirements, the vendor(s) shall immediately credit a cardholder's account for items returned as defective or faulty.

(a) _____ I will accept the procurement credit card, and offer the following discount for all orders placed using the credit card:
_____ %

(b) _____ I will accept the procurement credit card, but elect not to offer any discount for orders placed using the credit card.

(c) _____ I elect not to accept the procurement credit card for payment of supplies issued against the schedule contract.

(NOTE: Discounts offered in connection with the credit card will not be used in the evaluation of the offer.)

ELECTRONIC PROCUREMENT (E-PROCUREMENT)

The State of Indiana is currently in the planning stages of implementing an e-procurement system. This purchasing method is not yet available, but could play an important role in the State's purchasing activities in the future. Respondents are requested to respond "yes" or "no" to the statements below.

Responses to this survey are for informational purposes only and will not be considered in the evaluation of this solicitation.

- (a) **Definition:** E-Procurement will be an Internet based system allowing State of Indiana agencies to place orders electronically from established electronic catalogs resulting from a conventional procurement method.
- (b) **Purpose:** To expedite the process of placing orders and receiving goods and services, while reducing the administrative costs associated with current conventional purchasing methods and policies.
- (c) **Benefits:** Participating vendors realize increased sales due to an Internet based system, as entities other than State of Indiana agencies may purchase from the established catalogs if agreeable to the vendor. Due to the electronic placement of orders, mistakes in ordering and paperwork is greatly reduced, while accelerating the payment process associated with conventional purchasing methods.
- (d) **Transaction Fees:** A nominal per transaction fee may be associated with an E-Procurement system.

Yes _____ No _____ My company is interested in the benefits an Internet based E-Procurement system may have to offer.

Yes _____ No _____ My company currently maintains an electronic catalog.

Yes _____ No _____ My company would be interested in participating in E-Procurement if the means to create and maintain an electronic catalog are available.

STATE OF INDIANA
DEPARTMENT OF ADMINISTRATION
MINORITY BUSINESS ENTERPRISE PROGRAM

MBE PARTICIPATION PLAN

BAA/RFP # _____ DUE DATE _____

BAA/RFP Name _____

Respondent Name _____

Contact Person _____

Address _____

Phone/Fax _____

The following racial minority-owned firms will be participating in the BAA/RFP according to the following schedule.

MBE	PHONE	CONTACT	TRADE	AMOUNT

Note: If the Trade is an overhead item for your entire business, please calculate the proportion of the business that will actually apply to the BAA/RFP in question.

THIS DOCUMENT MUST BE INCLUDED IN YOUR PROPOSAL

APPLICATION FOR MBE PROGRAM WAIVER

BAA/RFP NAME

TELEPHONE () FAX ()

Other (see attached description)

MBE	TYPE OF ATTEMPT	DATE(S) ATTEMPTED	RESULTS
-----	-----------------	-------------------	---------

[illegible]

DATE _____

THIS DOCUMENT MUST BE INCLUDED IN YOUR PROPOSAL

BAA-2-27
ATTACHMENT A
Scope of Work

The selected respondent will be responsible for providing the following:

- a. Receive daily calls from Indiana residents to register a maximum of 10 personal residence telephone numbers per resident for the Telephone Privacy list that prevents telemarketers from contacting them.
- b. Record essential name, address, and telephone number(s) in a database as the calls are received, the data of which must be exportable to the program manager or his designee when requested.
- c. Operators receiving calls enter data and must read data collected back to caller to confirm accuracy.
- d. Prepare necessary script(s) for toll free 800-telephone number(s) that Indiana residents may dial to register.
- e. Provide a minimum of one 800-toll free number that is freely transferable to the Office of the Attorney General if contract is terminated.
- f. Provide 24 hour, 7 days a week, including holidays, call answering services for Indiana residents to register at their convenience.
- g. Provide call services at an estimated 2,000 calls per day with periodic surges reaching 10,000 to 12,000 calls per day.
- h. Call length is minimized to collect essential information and control cost.
- i. All data collected is the property of the Office of the Attorney General and may not be used for any other purpose.
- j. Calls at the 2,000 call per day level must be answered within 30 seconds, persons placed on hold may not be on hold more than 60 seconds.
- k. Database established by the call services firm must be compatible with program manager's technology. This database is essentially a file that the call services firm will input resident information into. Usually it is an SQL-based file such as Microsoft Access (the program manager's technology) or comparable software. The database that the call services firm maintains will be periodically downloaded or transferred to the contractor that maintains the central file that has all registered residents.
- l. Monthly reports are to provide call statistics including, but not limited to, total number of calls, average call length, number of caller hang-ups, total call minutes.
- m. Provide custom reports on an as-needed basis.
- n. Selected respondent to provide all data entry and equipment.
- o. Operators are trained, 100% cordial, and provide high quality customer service during registration.
- p. Registration for the Telephone Privacy list to occur an average 60 seconds or less when registering one telephone number and 90 seconds or less for registration of ten (10) telephone numbers.
- q. Selected respondent cannot be a telemarketing entity.

BAA-2-27
ATTACHMENT B
Evaluation Criteria

All responses to this solicitation will be evaluated on the following criteria:

Respondent's Response to Specifications (20%)

Respondent's proposal must provide information relevant to the specifications listed in this solicitation. Respondents must be capable to provide all services according to specifications.

Respondent's Maximum Call Capacity (10%)

Respondent's proposal must provide the maximum call capacity **available**.

Respondent's Number of Proposed Operators Available (10%)

Respondent's proposal must provide the total number operators **available**.

Respondent's Plan to Handle Call Surge of 10,000 or More Calls per Day (15%)

Respondent's proposal must clearly detail a plan to handle the expected call surge of 10,000 or more calls, per day

Respondent's Client References (10%)

Respondents must provide three client references. Client reference information must include contact name, address, and telephone number, for verification.

Respondent's Document Quality, Completeness, and Consistency (10%)

Respondent's proposal will be evaluated on its quality, completeness, and consistency.

Respondent's Proposed Total Cost (25%)

Respondents must provide a total cost for all services requested within this solicitation.

Minority Business Participation Plan (pass/fail)

A properly completed and signed form must be included as part of the proposal. If the respondent is a racial minority-owned business, an attached copy of the respondent's certification will meet this requirement. Otherwise, respondents must indicate the name of each racial minority-owned firm with which it will work; the contact name and phone number at each firm; the service supplied by each firm; and the specific dollar amount *from this contract* that will be directed toward racial minority-owned enterprises. The respondent may demonstrate that a minimum of 5 percent of overall annual proceeds (from all business) is directed to racial minority-owned enterprises. Please note: Respondents' claims for participation will be validated prior to contract award.

BAA-2-27
ATTACHMENT C
State Holiday Schedule

Columbus Day	October 8, 2001
Veteran's Day	November 12, 2001
Thanks giving Day	November 22, 2001
Lincoln's Birthday	November 23, 2001
Washington's Birthday	December 24, 2001
Christmas Day	December 25, 2001
New Year's Day	January 1, 2002
Martin Luther King, Jr. Day	January 21, 2002
Good Friday	March 29, 2002
Primary Election Day	May 7, 2002
Memorial Day	May 27, 2002
Independence Day	July 4, 2002
Labor Day	September 2, 2002
Columbus Day	October 14, 2002
Election Day	November 5, 2002
Veteran's Day	November 11, 2002
Thanksgiving Day	November 28, 2002
Lincoln's Birthday	November 29, 2002
Washington's Birthday	December 24, 2002
Christmas Day	December 25, 2002

Exhibit B
Scope of Work

CallNet Call Center Services, Inc. will be responsible for providing the following:

- a. Receive daily calls from Indiana residents a maximum of ten (10) personal residence telephone numbers per resident for the Telephone Privacy List that prevents telemarketers from contacting them.
- b. Record essential name, address, and telephone number(s) in a database as the calls are received, the data of which must be exportable to the program manager or his designee when requested.
- c. Operators receiving calls enter data and must read data collected back to caller to confirm accuracy.
- d. Prepare necessary script(s) for toll free 800-telephone number(s) that Indiana residents may dial to register.
- e. Provide a minimum of one (1) 800-toll free number that is freely transferable to the Office of the Attorney General if contract is terminated.
- f. Provide twenty-four (24) hour, seven (7) days a week, including holidays, call answering services for Indiana residents at their convenience.
- g. Provide call services to an estimated two thousand (2,000) calls per day with periodic surges reaching ten thousand (10,000) to twelve thousand (12,000) calls per day.
- h. Call length is minimized to collect essential information and control cost.
- i. All data collected is the property of the Office of the Attorney General and may not be used for any other purpose.
- j. Calls at the two thousand (2,000) call per day level must be answered within thirty (30) seconds, persons placed on hold may not be on hold more than sixty (60) seconds.
- k. Database established by the call services firm must be compatible with program manager's technology. This database is essentially a file that the call services firm will input resident information into. Usually it is an SQL-based file such as Microsoft Access (the program manager's technology) or comparable software. The database that the call services firm maintains will be periodically downloaded or transferred to the contractor that maintains the central file that has all registered residents.
- l. Monthly reports are to provide call statistics including, but not limited to, total number of calls, average call length, number of caller hang-ups, total call minutes.
- m. Provide custom reports on an as-needed basis.
- n. Provide all data entry and equipment.
- o. Operators are trained, one hundred percent (100%) cordial, and provide high quality customer service during registration.
- p. Registration for the Telephone Privacy List to occur an average sixty (60) seconds or less when registering one (1) telephone number and ninety (90) seconds or less for registration of ten (10) telephone numbers.

**Response to BAA 2-22
Office of the Attorney General**

**Solicitation for:
Call Answering Services**

**Submitted:
September 12, 2001**

**Submitted by:
CallNet Call Center**



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****PROPOSAL PRINTED ON 30% POST-CONSUMER RECYCLED PAPER****

INTRODUCTION

CallNet Call Center is pleased to submit a response to Broad Agency Announcement 2-27, a solicitation for call answering services for the Office of the Attorney General. CallNet has handled the call answering duties for the Office of the Attorney General's Consumer Advocacy Division since May 2001 and is committed to continuing and constantly improving the outstanding level of service already given to thousands of Indiana callers.

CallNet Call Center is equipped to handle all the call-related needs of the Office of the Attorney General. How?

- **Our People** - It's our business to build a positive image for your business. We hire our staff with you in mind. CallNet's staff are hired for their experience, warmth, caring and professionalism and are trained to understand your business and customer service priorities. With a staff of quality people, we pride ourselves on efficiently providing and receiving accurate, detailed information on your behalf. Our main call center is located in Bloomington, Indiana, home of Indiana University, one of America's largest college campuses. This location allows us to recruit bright, articulate customer services representatives.
- **Advanced Technology** - Superior technology, coupled with quality people, is the winning combination for the future. We've invested in versatile software to allow you to get the information you need exactly how you need it, when you need it. With the speed and efficiency of full digital switching, we process more calls faster, and network automation guarantees accuracy, reliability and speedy routing of calls, increasing your revenues and lowering costs.
- **A Nationwide Network** - CallNet is a participant in a nationwide network of over 200 call centers. We routinely maintain networks with five other call centers to provide disaster recovery and to assure that any unusual spikes in traffic will be handled. This network assures seamless coverage of your customer needs in even the most demanding situations.
- **Dedicated Operator or Shared Coverage Teams** - CallNet provides dedicated operator teams that work exclusively for the Office of the Attorney General. We also provide shared coverage teams featuring highly skilled customer service specialists who are trained in multiple programs.

The following proposal outlines specific responses to the call answering needs of the Office of the Attorney General.

PRIOR EXPERIENCE

CallNet was asked in April, 2001 to assist the Indiana Attorney General's office in devising a system to handle up to 10,000 live answer calls per day. On Sunday, April 29th we were notified that the law had passed, and we had approximately 72 hours to put our plan in place. On Wednesday, May 2nd we were operational as promised and started taking calls when the newspapers published the story on May 3rd. CallNet tested its network of Friday, May 4th, when it took over 11,000 live calls in a 24-hour time period.

Since the program started in May, CallNet has gained considerable knowledge in working on this account for staffing levels, reporting, data exchanges, and general information. CallNet continues to be proactive in working with the Attorney General's office to head off problems that might arise and to inform them of public interest and comments made by callers about the program.

On Friday, July 13th, the Attorney General's office sent out statewide press releases explaining that the program had reached 100,000 sign-ups to date. This release led to a story in the *Indianapolis Star* on Tuesday, July 17th about callers having trouble getting through because of the high call volumes. This story created additional awareness which resulted in a surge greater than either the Attorney General or CallNet expected. CallNet added resources in order to continue to attain the 10,000 calls/day agreement originally placed on the program. After examining various ideas that would allow us to increase the total volume, the Attorney General decided to handle as many calls within Indiana as possible so the 10,000 call threshold would remain. CallNet is able to expand its current operations to add six additional workstations that would take the capacity up to 15,000 calls/day if the contract were awarded to CallNet.

RESPONSE TO EVALUATION CRITERIA

MAXIMUM CALL CAPACITY

CallNet currently handles over 200,000 calls per month, most of which result in live answer calls. CallNet has taken as many as 6,000 calls per day on the Telephone Privacy hotline in Bloomington in addition to routing some calls to a strategic partner in Muncie. Our total network capacity on the current Telephone Privacy Hotline has been over 11,000 calls answered in one day. We are planning to add six additional workstation, plus our Muncie partner is adding three more. Our currently simultaneous call receptor will grow from 42 calls either answered live or on hold to 56 calls either answered live or on hold.

NUMBER OF PROPOSED OPERATORS AVAILABLE

CallNet currently has 21 workstations with plans for six additional stations for a total of 27 workstations. We staff using "shared operators." That means that we might take a telephone privacy call then another type of call, depending on what the telephone switch sends to each operator. We have had as many as eight operators working just on this project with calls overflowing to another six operators on backup. Calls are then routed to Muncie where there are another six operators. This results in a current CallNet's capacity of 20 operators. CallNet is prepared to add nine additional operators if the project is awarded to us again.

PLAN TO HANDLE CALL SURGE OF 10,000+ CALLS/DAY

CallNet is uniquely qualified to handle programs that have sudden surges of calls on a day-by-day basis because it belongs to a network of over 200 call centers across the United States that share the same hardware/software platform.

We select three or four partner call centers and program the 800 telephone network to send the first round of calls to us in Bloomington, the second set to our Muncie call center, the third set to a partner in Lubbock, Texas, and the fourth set to a partner in Florida, California, or on the east coast. The remote call centers upload all data to us automatically in the middle of the night so we only need to give one file to the client the next morning.

This is done on many projects, especially ones that do TV advertising or are prone to sudden call surges. The client only pays a nominal re-routing fee and does not have to pay large overhead costs for operators who have not calls to answer when it is slow. This allows the call capacities to reach 20,000+ calls/day with very little difficulty.

OTHER CRITICAL INFORMATION

LONG DISTANCE PLAN

The current long distance and advanced networking charges add up to a considerable amount for the Attorney General's office. CallNet recently signed an agreement with AT&T, which will decrease all long distance rates by 33 percent in-state and 56 percent for any interstate callers. This would decrease the current rates from 7 cents/minute to approximately 5.3 cents/minute for all in-state calls. The interstate rate primarily accomodates those persons who reside in Indiana, but work in a neighboring state and are registering from an out-of-state location. **A copy of this agreement is included in an attached sealed envelope.**

We have also considered changing the network greetings or removing them all together in order to create some additional savings from AT&T. We believe these changes could amount to as much as a 33 percent decrease in AT&T charges. Conversely, CallNet can bring in additional networking partners that would allow the Office of the Attorney General to capture more calls while lowering the advanced networking announcement charges from AT&T.

SECURITY OF DATABASES

The main database server is a Windows NT server with redundant drives and a tape backup. It is located in a centralized computer core that has card access and its own HVAC system with additional filtration, and is kept at 68 degrees for optimum performance. This NT server is on the network but not connected to the Internet so it cannot be accessed from outside the building. A program was installed on all workstations that prevents access to any machines from within the building unless you have the proper passcodes which only programmers and administrators have.

TECHNICAL SPECIFICATIONS

CallNet utilizes a combination of CadCom software for answering and dispatching with Professional Teledata's PI-2000 software for scripting and dealer lookups. Both systems run on Windows NT with Windows 95/98 terminals that have Web access for additional information. All servers and telecommunications equipment are located in a central computer core that has card access and its own HVAC system with additional filtration, and is kept at 68 degrees for optimum performance. Facility has full UPS power to all outlets as well as a CUMMINS* diesel generator backup with automated transfer switches.

Our telecommunications system consists of three T-1 lines for a total of 72 separate talk paths. One is an Ameritech local ISDN PRI T-1 and the others are AT&T 800/Long distance T-1s. Client calls come in on either a long-distance or local T-1, but not both. We have a digital telephone switch to receive the calls with a digital announcement card that provides a custom on hold message. The physical facility of CallNet Call Center is 4,100 sq. ft. with a 2,000 sq. ft. call center area with room for 42 workstations. The site is secured by magnetic lock doors with card access and the time clocks are also electronic card swipe devices. Visitors can only gain entrance to the premises by being buzzed in by a supervisor via intercom and closed-circuit camera.



CallNet

Call Center Services

COST AND REFERENCES

COST PROPOSAL

The request for proposal states that the Office of the Attorney General is planning for calls up to 700,000 over a 12-month period and an average call length of 60 seconds. Based on this information, CallNet proposes the following plan:

1. One-time set-up fee includes capture of name, address, and phone number. Full script is created in a dynamic environment that will change the script based on how the previous question is answered. Script is created, then edited by client, changes are made and final script is loaded into the system. Files are posted to our FTP server for client retrieval.

One time Set-up Fee: Waived

2. Price per minute for operator time:
 - \$.90/minute 0-10,000 minutes/month
 - \$.85/minute 10,001-20,000 minutes/month
 - \$.80/minute 20,001-30,000 minutes/month
 - \$.75/minute 30,001+ minutes/month

Plus long distance charges as direct pass-through from AT&T at approximately 5.3 cents/minute

3. Monthly reporting and administrative fees: Daily management reports showing number of completed calls, incomplete calls, and total calls, with total and average minutes of each. A file transfer of all completed calls with database is available for upload and import to client on a daily basis. Custom reports monthly or by request are done on an as-needed basis per client.

Total Cost: \$3,600 (\$300/month)

4. Fax receipt and data entry (includes 800# fax number):

Setup: \$500

Per Fax Cost: \$.75/fax plus long distance

TOTAL EXPECTED COST FOR 12 MONTHS FOR 700,000 60 SECOND CALLS = \$565,700

The information and prices above are valid for 180 days from the date of this proposal. Additional programming after 14 days of client approval of script is charged at a per hour rate of \$65.

REFERENCES

HOOSIER ENERGY/WABASH VALLEY POWER

Contact: Rose Lamar

86 N. 500 E

Danville, IN 46122

☎ : 317-745-5473

Summary of work performed: Took all after hours calls and power outage calls for 7 REMC's across Indiana totaling over 200,000 meters.

INDIANA UNIVERSITY, SCHOOL OF CONTINUING STUDIES

Contact: Eileen Balliet

Owen Hall

Indiana University

Bloomington, IN 47405

☎ : 812-855-9875

Summary of work performed: Six dedicated workstations handled all incoming calls for the school (10,000 calls/month), data entry, literature fulfillment and student counseling.

ORTHOPEDICS INDIANAPOLIS

Contact: Lil Koopman

8450 Northwest Blvd.

Indianapolis, IN 46278

☎ : 317-802-2000 ext. 2129

Summary of work performed: Handled all after hours call messaging concerning emergencies and patient movement for major Indianapolis medical group with 50 doctors and over 100 nurses and support staff.



STATE OF INDIANA
DEPARTMENT OF ADMINISTRATION
MINORITY BUSINESS ENTERPRISE PROGRAM

MBE PARTICIPATION PLAN

BAA/RFP # BAA 2-27

DUE DATE: September 12, 2001

BAA/RFP Name: Indiana Office of the Attorney General
Solicitation for Call Answering Services

Respondent Name: CallNet Call Center

Contact Person: Charlie Webb, General Manager

Address: P.O. Box 1345
Bloomington, IN 47402-1345

Phone/Fax: (p) 812-355-8200 (f) 812-355-8201

The following racial minority-owned firms will be participating in the BAA/RFP according to the following schedule.

MBE	PHONE	CONTACT	TRADE	AMOUNT
ASAP Courier	317-545-1885	Brian Pinner	Courier	\$3,000
American Minority Business Forms	800-754-8831	Sharon Beseke	Business Forms/Papers	\$4,000
Bloomington Hardware	812-339-7575	Victoria Temple	Hardware Retailer	\$3,000
Communications Products Inc.	317-576-0332	Cliff Arellano	Telecom & Network Systems	\$8,000
Discount Office Interiors	502-585-1956	Kay Meurer	Office Furniture	\$10,000

Note: If the Trade is an overhead item for your entire business, please calculate the proportion of the business that will actually apply to the BAA/RFP in question.


APPLICANT'S SIGNATURE

9/13/01
DATE

COMPANY PROFILE

CallNet Call Center Services operates an inbound call center specializing in order-entry and customer service for businesses, direct marketers, public utilities, and educational institutions that have customer service needs. Increasingly, businesses are utilizing the efficiency, economy and added service of 24-hour customer service centers. CallNet meets your needs with unparalleled customer service and advanced technology. CallNet brings 20 years of excellent service and technology access to assist businesses in meeting their goals.

CALLNET SERVICES

CallNet offers a wide variety of solutions for all of your call center needs:

Call Center Solutions

We live in a world of specialization. As specialists in call center services, CallNet provides a wide range of customer service solutions for business, utilities and education. We've perfected a system that combines the talents of knowledgeable, professional operators with advanced technology to quickly, efficiently and accurately handle calls. Our services are custom-tailored to match our customers' unique and varied needs. We consistently deliver superior service and provide customers with the information they need to meet their goals.

- **Order-Entry** - Customers call your 800 number to place orders from catalogs, brochures, radio, TV or print ads. With the aid of custom-scripted screens, our teleservice representatives guide your customers through the order process, placing special emphasis on up sell and cross-sell techniques at your request. Orders are then sent to your fulfillment destination via fax, modem or mail. We are happy to take credit card orders using your merchant ID number.

Your revenues will increase using CallNet's:

- up-sell/cross-sell techniques
- automatic inventory maintenance
- catalog discounting by promotion, product group, quantity or buyer
- time-saving automatic zip code/city state cross-checking
- repeat buyer database.

Your orders can be faxed, e-mailed or uploaded via FTP to an in-house server on the same day, next day or on demand. Daily management reports stating number of calls, average call length and total call lengths can be sent automatically via fax, modem or uploaded via file transfer protocol (FTP) to a server. Daily reports can be combined to give weekly or monthly account activity at a glance. All reports include the number of "abandon" calls (wrong numbers, hang-ups, etc.) so that all activity on your line is accounted for.

- **Dealer Locator** - Your ad encourages prospects to call for the "store nearest you." When customers call your 800 number for further information, we can, in addition to dealer location, provide product price, technical details and special offers. At the same



CallNet

Call Center Services

time, CallNet gathers information on the caller for the purposes of advertising source information, statistical survey and direct mail list creation. We work with you to create the form most suitable for your marketing efforts.

Let CallNet provide an important customer service while you reap these benefits:

- pre-qualifying and lead generation
 - referrals by dealer
 - reports on high-demand areas and peak interest dates
 - statistical data to assist you in marketing
 - detailed customer surveys
- **Reservations** - We will schedule your next seminar, course or convention. We can book participants by date and time, with the ability to schedule for multiple venues. And we are happy to take credit card payment over the telephone. Let your staff tend to the substance of your meeting, while we handle the logistics.

We maximize your revenues and efficiency with:

- continuous reports on remaining room capacity
 - automatic reports on number of participants to date
 - substantial time savings
 - hassle-free booking
- **HR Recruiting** - The way potential employees are treated goes a long way towards establishing your company's public image. Our teleservice representatives answer the telephone using your company name and ask the applicant a set of prearranged qualifying questions. A short-form application is then sent to you by fax, modem or mail. If you prefer, we can even set up an interview schedule with the most qualified applicants on your behalf. It is quick, trouble-free recruiting for all concerned.

You gain these benefits:

- a pleasant and consistent public voice for your company
- ease of recruiting
- immediate scheduling
- databank of pre-qualified applicants maintained for future use
- recruitment efforts

Answering Services

"Take a message." Sounds simple enough. But when you live in the fast-paced world of business or medicine, you need your messages delivered to you in a timely fashion - the life of your business or someone else can depend on it. At CallNet, skilled operators pay close attention to every detail your caller relates. You get every message as it was intended to be delivered. And when you're constantly on the go, your day could change at any moment. That's why we give you complete flexibility on how you access your messages. You can update your availability by simply alerting our office at any time and include specific instructions like "If Bill calls tell him...or page me." If there is a custom tag or phrase you want your customer to hear, we work that into the mix too. We do our part to help you stay ahead.

- **After-Hours Response** - Our service representatives are available to take your calls 24 hours a day, seven days a week. All your after-hours calls are answered with the same courteous greeting used by your employees during business hours. Custom-scripted screens display important information about your business such as drop box locations, names of key employees and descriptions of additional services.
- **Business Messaging** - Each time a customer hangs up, you miss a revenue opportunity. Enhance the effectiveness of your customer service desk by keeping it open - and responding to your prospects and customers - around the clock. We relieve the pressure on your customer service department by taking your after-hours and overflow calls. No more busy signals or recorded messages - and no more missed opportunities!

With CallNet customer service, you get:

- a natural extension of your own customer service department
 - professional, polite and knowledgeable tele-service representatives
 - representatives specially trained in your business needs
 - around-the-clock staffing
 - fewer lost calls
 - inquiry tracking
 - lead generation
- **Voice Mail** - Manage your communications in ways you never dreamed possible. CallNet voice mail services provide powerful performance and virtually unlimited options, transforming your phone into a powerful electronic management tool. CallNet will receive, store, forward, organize and report your messages any way you want with a range of high-tech options - including multiple user greetings, message notification, voice forms, fax-on-demand and interactive voice response - for total input and output control.

CALLNET MANAGEMENT TEAM

CallNet Call Center has assembled an experienced and dedicated management team to lead the efforts for the Office of the Attorney General. Collectively, the team boasts nearly 70 years of experience in call center services.

Charles Webb - President

Charles is a Bloomington native and has a background in management, telecommunications and marketing. He has nine years of management experience both as the general manager of a chain of retail stores in the Dallas area and then as the sales and marketing manager for a Midwest call center. He has a B.S. in marketing from Indiana University. His telecommunications experience was enhanced as he assisted in programming while at his previous location. He started CallNet in 1997 as a division of Hiron & Company Advertising and purchased it when it was spun out as its own corporation in 2001.

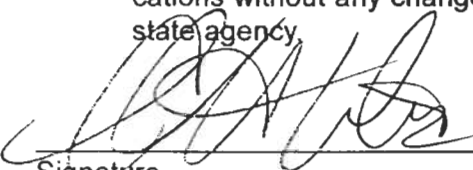
NOTICE TO VENDORS

1. Will you extend your prices of said contract to political subdivisions?

YES X

NO _____

2. Political subdivisions include cities, towns, school corporations and county governments in the entire state. If you mark YES you are saying you are willing to provide your bid price to any of these entities if they wish to purchase from this resulting contract.
3. The State of Indiana DOES NOT accept any responsibility for purchase orders issued by other political subdivisions.
4. All political subdivisions must be willing to accept bid item(s) as described in the specifications without any changes, no matter how minute, once the bid is accepted by the state agency.


Signature

CHARLES H. WEBB
Printed Name

PRESIDENT
Title

CALLNET INC.
Company

800-237-6602
Telephone Number

812-355-8201
Fax Number

CWEBB@HARRIS.COM
Email Address



PAYMENT BY CREDIT CARD

The State of Indiana is currently exploring the utilization of a procurement credit card as another means for payment of supplies/services ordered. Respondents are requested to indicate (by placing a check mark at the beginning of one of the below paragraphs) whether they will accept the credit card as a method of payment when used by the ordering agencies. This method of payment is currently not available, but should be available sometime during the term of this contract.

- (a) Definitions. "Procurement credit card" means the uniquely numbered credit card issued by a Commercial Credit Contractor, to a designated individual State employee to pay for official State purchases. "Oral delivery order" means an order placed orally either in person or by telephone or via on-line ordering.
- (b) At the option of the State and if agreeable to the vendor(s), payments of \$25,000 or less may be made using the State's procurement credit card.
- (c) The vendor(s) shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacements of a defective or faulty item in accordance with other contract requirements, the vendor(s) shall immediately credit a cardholder's account for items returned as defective or faulty.

(a) _____ I will accept the procurement credit card, and offer the following discount for all orders placed using the credit card: _____ %

(b) ☒ I will accept the procurement credit card, but elect not to offer any discount for orders placed using the credit card.

(c) _____ I elect not to accept the procurement credit card for payment of supplies issued against the schedule contract.

(NOTE: Discounts offered in connection with the credit card will not be used in the evaluation of the offer.)

ELECTRONIC PROCUREMENT (E-PROCUREMENT)

The State of Indiana is currently in the planning stages of implementing an e-procurement system. This purchasing method is not yet available, but could play an important role in the State's purchasing activities in the future. Respondents are requested to respond "yes" or "no" to the statements below.

Responses to this survey are for informational purposes only and will not be considered in the evaluation of this solicitation.

- (a) Definition: E-Procurement will be an Internet based system allowing State of Indiana agencies to place orders electronically from established electronic catalogs resulting from a conventional procurement method.
- (b) Purpose: To expedite the process of placing orders and receiving goods and services, while reducing the administrative costs associated with current conventional purchasing methods and policies.
- (c) Benefits: Participating vendors realize increased sales due to an Internet based system, as entities other than State of Indiana agencies may purchase from the established catalogs if agreeable to the vendor. Due to the electronic placement of orders, mistakes in ordering and paperwork is greatly reduced, while accelerating the payment process associated with conventional purchasing methods.
- (d) Transaction Fees: A nominal per transaction fee may be associated with an E-Procurement system.

☒ Yes ☐ No My company is interested in the benefits an Internet based E-Procurement system may have to offer.

Yes ☒ No My company currently maintains an electronic catalog.

☒ Yes ☐ No My company would be interested in participating in E-Procurement if the means to create and maintain an electronic catalog are available.